



VOLCANO ART CENTER GALLERY
Next to the Visitors' Center in Hawai'i Volcanoes National Park
And Volcano Art Center Nialani Campus in Volcano Village

Artist Agreement for Christmas in the Country

Name _____

Phone _____

Mailing Address:

E-Mail _____

SELECTION OF WORK: Volcano Art Center (VAC) will determine the number and kind of work that is appropriate in our space, location and clientele. Artwork is reviewed *by appointment only*. ONLY WORK THAT HAS BEEN ACCEPTED AND REQUESTED BY VAC SHOULD BE SENT IN TO VAC.

DELIVERY/RETURN OF WORK: Shipping costs, including product returns, are to be paid by the artist. All work must be accompanied by an **invoice**. Clearly mark each piece with the following information: title, medium, artist's price (wholesale price), and product numbers (where appropriate). Hawaiian titles and terms should be accompanied by English translations.

Volcanoes National Park protect natural resources and associated cultural values, the artist further warrants and represents that:

No plant of other natural materials from National Park lands have been used in any item offered to the Art Center, and that the work offered to Volcano Art Center does not contain nor has been manufactured with any part of the **'Ōhi'a lehua** tree, or invasive species, or any rare or endangered species as defined under the Endangered Species Act, Title 16, U.S. Code 1531, et seq. (i.e. ivory, hawksbill turtle shell, endangered bird feathers, etc.)

The artist, for himself and his heirs, successors, personal representatives and assigns, hereby agrees to indemnify, defend and hold harmless Volcano Art Center, its officers, directors, employees and agents, and their respective heirs, successors, legal representatives and assigns, from and against and all losses, claims, demands, suits, or damages (including reasonable attorney's fees) resulting from, and arising out of, or connected with directly or indirectly, the artist's breach of any representation, warranty or covenant in this Agreement, any violation of any proprietary right or copyright, or because of any libelous or unlawful matter contained in the artwork.

PAYMENTS: The artist is responsible for setting the amount he/she wants to be paid for each work and submitting a **detailed invoice** for payment. Checks returned to VAC for incorrect addresses will be held for six months, after which they will be canceled. It is the artist's responsibility to notify VAC of any address changes.

TERMS:

RETURN OF WORK: Work will be displayed for the duration of the Christmas in the Country event. Thereafter, work may be returned at any time at VAC's discretion. It is the artist's

responsibility to notify VAC of any address changes. Artists not doing so are assumed to have donated their work to the Volcano Art Center.

PHOTO/VIDEO/VOICE RECORDING: Artists consent to and authorize use and reproduction of photographs and /or video taken of the artist and/or their work. All video, photographs, voice recordings and images may be reproduced without compensation. VAC is free of all claims and demands arising out of or in connection with the use of the photographs, images and text, including any and all claims for libel.

ACCEPTANCE: This Agreement is entered into between the parties hereto with the full knowledge of its nature and extent.

Artist Signature/Date _____

VAC Authorization/ Date _____

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fax